

**SAKS FIFTH AVENUE OFF 5TH SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR SURVEY COMPLETION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

A PURCHASE OR SURVEY COMPLETION DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Eligibility: The Saks Fifth Avenue OFF 5TH Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States including the District of Columbia who are age 18 and older and have a valid email address at time of entry. Void where prohibited by law. Employees of the Saks & Company (the "Sponsor"), Hudson's Bay Company and its respective subsidiaries, affiliates, retailers, distributors, advertising and promotion agencies and any other individual or company involved in the development or execution of the Sweepstakes (collectively "Sweepstakes Entities"), and members of their immediate families (parent, child, sibling and their respective spouses) of same households, whether or not related, are not eligible to enter. All federal, state, and local laws and regulations apply. Sweepstakes governed by U.S. law.

Entry Period: Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on 1/1/16 and ends at 11:59:59 PM ET on 12/31/16 (the "Sweepstakes Entry Period"). The Sweepstakes Entry Period consists of four (4) Entry Periods. To qualify for a chance to win the prize awarded for Entry Period #1, your entry must be received and/or postmarked between 12:00:00 AM ET on 1/1/16 and 11:59:59 ET PM on 3/31/16. To qualify for a chance to win the prize awarded for Period #2, your entry must be received and/or postmarked between 12:00:00 AM ET on 4/1/16 and 11:59:59 PM ET on 6/30/16. To qualify for a chance to win the prize awarded for Period #3, your entry must be received and/or postmarked between 12:00:00 AM ET on 7/1/16 and 11:59:59 PM ET on 9/30/16. To qualify for a chance to win the prize awarded for Period #4, your entry must be received and/or postmarked between 12:00:00 AM ET on 10/1/16 and 11:59:59 PM ET on 12/31/16. Non-winning eligible entries received from any given Entry Period will **NOT** be entered into subsequent Entry Periods. If no entries are received for a given Entry period, the entries from the following Entry Period will be used to award the previous prize provided ample entries are received.

How to Enter: Method #1 ("Online Entry"): Visit www.saksoff5th.com/survey and follow all online entry instructions to complete and submit the online survey/entry form so it is received during a given Entry Period (as noted above in these Official Rules). **Method #2: ("Phone Entry"):** Call 1-800-305-4335 during the applicable Sweepstakes Entry Period to take the survey by phone. Follow all instructions to complete and submit the survey. Only complete surveys submitted via Method #1 and Method #2 will be eligible for inclusion to the applicable random drawing. **Method #3: ("Mail-in Entry"):** To enter without completing the survey, print your name, address, phone number and email address (optional) on a postcard and mail to: Saks Fifth Avenue OFF 5TH Sweepstakes, c/o: Ventura, (Attn: DE-VSAD5780), 650 East 42nd Street, Suite 650, New York, NY 10165. Your postcard entry must be postmarked during the applicable Entry Period and received within seven (7) days after the end of the Entry Period. **Limit:** Regardless of entry method, limit: one (1) entry per e-mail address/phone and/or per person per Entry Period. In the event multiple entries are received by one person and/or one e-mail address per Entry Period, only the first entry

will be accepted for the given Entry Period. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Online entrants subject to all notices posted at www.Saks.com, including but not limited to privacy policy.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices or as a result of bulk email or spamming of any sort are void. Sponsor is not responsible for lost, late, damaged, illegible, garbled, inaccurate, invalid, misdirected, undelivered, incomplete entries or postage due mail/entries. Neither Sponsor nor independent judging organization assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Sweepstakes. All entries become the property of the Sponsor and will not be returned or acknowledged.

Odds: Odds of winning depends on total number of eligible entries received for a given Entry Period.

Prize Drawings & Prize Details:

Entry Period #1 Prize Drawing: A potential winner ("winner") will be selected in a random drawing from among all eligible entries received/postmarked for Entry Period #1. A random drawing will be conducted on or about 4/14/16 by the independent judging organization whose decisions are final. The Winner will receive a \$500.00 Saks Fifth Avenue OFF 5TH Gift Card.

Entry Period #2 Prize Drawing: A potential winner ("winner") will be selected in a random drawing from among all eligible entries received/postmarked for Entry Period #2. A random drawing will be conducted on or about 7/14/16 by the independent judging organization whose decisions are final. The Winner will receive a \$500.00 Saks Fifth Avenue OFF 5TH Gift Card.

Entry Period #3 Prize Drawing: A potential winner ("winner") will be selected in a random drawing from among all eligible entries received/postmarked for Entry Period #3. A random drawing will be conducted on or about 10/14/16 by the independent judging organization whose decisions are final. The Winner will receive a \$500.00 Saks Fifth Avenue OFF 5TH Gift Card.

Entry Period #4 Prize Drawing: A potential winner ("winner") will be selected in a random drawing from among all eligible entries received/postmarked for Entry Period #4. A random drawing will be conducted on or about 1/16/17 by the independent judging organization whose decisions are final. The Winner will receive a \$500.00 Saks Fifth Avenue OFF 5TH Gift Card.

Each \$500 Saks Fifth Avenue OFF 5TH Gift Card prize (referred to hereafter as a "Gift Card") is for promotional purposes only without money or other value given in exchange. It is non-transferable and not a coupon for discounts or markdowns. Gift Card is redeemable for Saks Fifth Avenue stores, Off 5TH Stores, saks.com, saksoff5th.com and telephone purchases only. Gift Card cannot be redeemed as payment for purchases of gift card(s) or as an adjustment to prior purchases. Gift Card may not be returned, redeemed for cash or used as payment on or credit to Saks Fifth Avenue credit card accounts. No credit or cash given for unused portion. Purchases made with Gift Card

are not eligible for Saks gift card promotions or SaksFirst points. Merchandise Credit, LLC issues the Gift Card, which will not be replaced if lost or stolen.

Winner Notification: Each winner will be notified via mail, phone and/or email. If a winner is notified by email, three (3) attempts will be made to contact the winner within a seven (7) day period. If a winner is notified via phone, the winner must be able to receive calls from an unlisted/blocked number and will be required to respond within seven (7) days after notification with his/her contact information. If a winner fails to respond within the seven (7) day period, or if the email attempt is consistently returned as undeliverable, the winner will be disqualified and the corresponding prize will be awarded to an alternate winner from among all eligible entries received for the Entry Period where the disqualified entry originated. Each winner may be required to complete and return an Affidavit of Eligibility/Liability and a Publicity Release ("Affidavit/Release") which must be notarized and returned within seven (7) days of date printed on notification or an alternate winner will be selected. If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return Affidavit/Release on minor's behalf. If a prize notification letter or prize is returned as undeliverable; or if a winner fails to execute and return any required document(s) within the specified time period; or if a winner is otherwise found to be ineligible; or if the selected winner cannot accept or receive the prize for any reason; the winner will forfeit the prize and the corresponding prize will be awarded to an alternate winner in a separate random drawing from all non-winning entries received for the Entry Period the forfeited winner's entry originated. Prizes are not transferable or redeemable for cash and no substitution by any winner is permitted. Sponsor reserves the right to substitute any prize offered with another prize of equal or greater value due to unavailability. All taxes, including but not limited to sales and income tax on prize (if applicable), are each winner's sole responsibility. Except where prohibited by law, entry and acceptance of prize constitutes permission to use each winner's name, prize won, hometown and likeness for advertising and publicity including online posting without additional compensation.

Liability/Release: Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and release the Sweepstakes Entities, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Sweepstakes and/or acceptance, use or misuse of any prize. Each winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator.

General: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any

other state laws. Claims may not be resolved through any form of class action. Venue for all suits will be in federal or state courts located in New York, New York. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

In the event of a dispute as to any online or telephone entry, the authorized account holder of the e-mail address or telephone number used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address or telephone number by an Internet access provider, online service provider or other organization responsible for assigning telephone numbers and/or e-mail addresses for the domain associated with the submitted address. Entrants are responsible for notifying Sponsor of changes in email addresses or telephone numbers. A potential winner may be required to show proof of being the authorized account holder. Photocopied or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, illegible, garbled, inaccurate, invalid, misdirected, undelivered, incomplete entries or postage due mail/entries. Neither Sponsor nor independent judging organization assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Sweepstakes. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, all entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any sweepstakes any person it believes has intentionally violated these Official Rules; and (ii) withdraw an Entry if it becomes technically corrupted as determined within Sponsor's sole discretion. If the Sweepstakes is not capable of running as planned for any reason which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right, but not the obligation, to select the winner(s) from eligible entries received as of the termination date. **Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Winners' List: For a list of all Entry Period winners (available after 2/20/17), send a self-addressed, stamped envelope by 12/31/16 to: Saks Fifth Avenue OFF 5TH Sweepstakes Winners, c/o: Customer Service (DE-VSAD5780), Ventura Associates, Inc., 60 East 42nd Street, Suite 650, New York, NY 10165.

Privacy Policy: Information provided by you to participate in this Sweepstakes and to opt-out is subject to Sponsor's privacy policy. Click here for [Saks Privacy Policy](#).

Sponsor: Saks & Company, 12 East 49th Street, New York, NY 10017.

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